



SUBCONTRACT AGREEMENT

Owner: ACC-APG Garrison Division APG, MD
Contract Number: W91ZLK-13-D-0029
Project Number: 040
Project Title: Bldg 4118 Retrofit Roof
Patriot Construction Number: AB5-040
Sub-Contract Date: April 14, 2019
Subcontractor Number: 04

THIS SUBCONTRACT AGREEMENT (*Agreement*) is made at Dunkirk, (City), Maryland (State) by and between **Patriot Construction, LLC** and **Upper Bay Mechanical Inc** referred to as (*SUBCONTRACTOR*). In consideration of the rights and obligations contained herein, **Patriot Construction, LLC** and **SUBCONTRACTOR** agree as follows:

1. SCOPE OF WORK

The work to be performed by SUBCONTRACTOR under the terms of this Agreement consists of furnishing all labor, materials, tools, implements, equipment, permits fees, etc. to do all of the work identified in the "Scope of Work" and "Addendum A" attached to this Agreement. The work to be performed by SUBCONTRACTOR includes the work specifically set forth in this Agreement, the Scope of Work and "Addendum A" attached, as well as any and all other work incident or related thereto, including but not limited to that work reasonably necessary for a complete and proper project, all of which is referred to as the Work. Patriot Construction reserves the right to issue changes to the Scope of Work, which changes shall be incorporated by reference.

2. CONTRACT DOCUMENTS

The Contract Documents for this Agreement consist of this Subcontract Agreement, any and all addenda to this Agreement, the Scope of Work, the bid package documents, the prime contract between Patriot Construction and the United States (afterwards referred to as the OWNER), which incorporates by reference the Federal Acquisition Regulations, together with any applicable drawings, specifications or other addenda related to this Agreement. All of the above Contract Documents form this Agreement and are fully incorporated herein. The Contract Documents are available at Patriot Construction's office at 3140 West Ward Rd #203, Dunkirk, Maryland and SUBCONTRACTOR acknowledges that it has carefully examined them and understands them completely or has had the opportunity to examine them and has declined to do so. SUBCONTRACTOR acknowledges that it understands and accepts the concepts and procedures of PATRIOT CONSTRUCTION's contract between PATRIOT CONSTRUCTION and OWNER.

SUBCONTRACTOR is bound to PATRIOT CONSTRUCTION by the Contract Documents and shall assume toward PATRIOT CONSTRUCTION, with respect to SUBCONTRACTOR's performance, the obligations and responsibilities which PATRIOT CONSTRUCTION assumes toward OWNER. The Contract Documents shall be construed in accordance with the laws of the State of Maryland. SUBCONTRACTOR shall bind all lower-tier subcontractors and suppliers which perform under SUBCONTRACTOR'S Scope of Work to the performance obligations which SUBCONTRACTOR assumes toward PATRIOT CONSTRUCTION.



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SUBCONTRACTOR represents that it has carefully examined the plans and specifications, if any, for the Work, and has fully acquainted itself with all other conditions relevant to the Work, the site of the Work and its surroundings. SUBCONTRACTOR agrees to assume the risk of such conditions and will, regardless of such conditions, or the expense or difficulty of performing the Work, fully complete the Work for the stated subcontract price. Except for items and information which PATRIOT CONSTRUCTION is expressly obligated under this Agreement to furnish to SUBCONTRACTOR, information on the site of the Work and local conditions at such site furnished by PATRIOT CONSTRUCTION is not guaranteed by PATRIOT CONSTRUCTION and is furnished for the convenience only of SUBCONTRACTOR.

The specifications and drawings, if any, may not be complete in every detail. SUBCONTRACTOR shall comply with their manifest intent and general purpose, taken as a whole, and shall not avail itself of any errors or omissions therein to the detriment of the Work. Should any conflict, error, omission or discrepancy appear in the drawings and specifications, if any, SUBCONTRACTOR shall notify PATRIOT CONSTRUCTION at once and PATRIOT CONSTRUCTION will issue written instructions to be followed. If SUBCONTRACTOR proceeds with any of the Work in question prior to receiving such instructions, all necessary corrections shall be at SUBCONTRACTOR's expense.

3. PROSECUTION OF WORK

SUBCONTRACTOR shall commence the Work no less than two days after receipt of notice to proceed from PATRIOT CONSTRUCTION and shall prosecute and complete its Work in accordance with the Contract Documents by the Completion Date. SUBCONTRACTOR shall proceed with each and every part of this Agreement in a prompt and diligent manner. SUBCONTRACTOR, without additional compensation, shall perform this Agreement at such times, in such order and in such manner as PATRIOT CONSTRUCTION may direct. SUBCONTRACTOR shall commence, continue and complete its performance of the Work so as not to delay PATRIOT CONSTRUCTION, OWNER, or other contractors or subcontractors so as to insure completion of the prime contract. SUBCONTRACTOR shall furnish sufficient forces to assure proper performance of its Work in strict compliance with all schedules as may be required or provided by PATRIOT CONSTRUCTION. At the request of PATRIOT CONSTRUCTION, SUBCONTRACTOR shall provide a schedule of its Work showing timely completion. Any time specified for the completion of this Agreement, or portion thereof, is a material provision of this Agreement, and time is of the essence.

LIQUIDATED DAMAGES: For each calendar day the Work is not completed after the Completion Date specified for the SUBCONTRACTOR's Work, PATRIOT CONSTRUCTION will be entitled to assess Liquidated Damages against SUBCONTRACTOR. The Liquidated Damages shall be the amount as specified in PATRIOT CONSTRUCTION's Prime Contract with the OWNER.

Liquidated damages may be assessed to Subcontractor for any delay caused by Subcontractor which extends Contractor's work under this Subcontract Agreement beyond the time specified for completion. SUBCONTRACTOR agrees that the Liquidated Damages amount is not a penalty, but a fair approximation of actual damages anticipated by the parties.

SUBCONTRACTOR shall be responsible for selecting personnel who are well qualified to perform the required Work. At all times during performance of this Agreement and until the Work is completed and accepted,

SUBCONTRACTOR shall directly superintend the Work or assign and have on the job site a competent superintendent who is satisfactory to PATRIOT CONSTRUCTION and who has authority to act for SUBCONTRACTOR.



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4. PAYMENT

In consideration of the complete and timely performance of all Work under this Agreement, PATRIOT CONSTRUCTION shall pay to SUBCONTRACTOR the sum of: as shown on page nine of this agreement.

All pay requests under this Agreement shall be rounded to the nearest dollar.

PAY-WHEN PAID PROVISION: PATRIOT CONSTRUCTION receipt of payment from OWNER is a CONDITION PRECEDENT to PATRIOT Construction's payment obligations hereunder and the source of such payment. Regardless of the time of performance under this Agreement, SUBCONTRACTOR shall provide the following to PATRIOT CONSTRUCTION prior to any payment made under this Agreement.

- a) Certificates of Insurance (*see Section 7 of this Agreement*) or as required by owner's contract of prime contractor;
- b) Invoices showing each principal category of Work which substantiates the amount requested in such detail as requested by PATRIOT CONSTRUCTION for determining progress payments;
- c) Certified payroll information in compliance with Davis-Bacon, related and other federal laws and regulations;
- d) Schedules for completing the Work, as may be required by PATRIOT CONSTRUCTION;
- e) Performance and payment bonds, as may be required by PATRIOT CONSTRUCTION or OWNER;
- f) Submittal information and shop drawings, as may be required by PATRIOT CONSTRUCTION or OWNER.
- g) A completed Progress Payment Waiver and Lien Release, or Final Payment Waiver and Lien Release, as the case may be, by which SUBCONTRACTOR certifies that the Work for which payment is requested has been performed, that SUBCONTRACTOR will use such payment for payment of obligations under this Agreement, and that SUBCONTRACTOR and its lower-tier subcontractors and suppliers release all mechanic's lien, bond and contract claims based on materials provided and Work performed prior to the date of the Release.

Progress Payments shall be made as stated above as the Work progresses unless SUBCONTRACTOR is in default. An amount equal to 10% of SUBCONTRACTOR's approved progress payment may be retained by PATRIOT CONSTRUCTION at its option, which retainage shall not be released until PATRIOT CONSTRUCTION receives final project payment from the OWNER, SUBCONTRACTOR's Work is accepted by PATRIOT CONSTRUCTION as final when SUBCONTRACTOR furnishes PATRIOT CONSTRUCTION with satisfactory evidence that all obligations incurred by SUBCONTRACTOR pursuant to this Agreement have been paid in full. PATRIOT CONSTRUCTION may offset against any sums due SUBCONTRACTOR hereunder the amount of any back charges to the SUBCONTRACTOR or unpaid obligations of SUBCONTRACTOR to PATRIOT CONSTRUCTION, whether or not such back charges or obligations arise out of this Agreement, or arise out of another Agreement with PATRIOT CONSTRUCTION.

In the event of any breach by SUBCONTRACTOR of this Agreement or in the event of the assertion by SUBCONTRACTOR or others of any third-party claim against OWNER, PATRIOT CONSTRUCTION or PATRIOT CONSTRUCTION's surety, which claim arises out of or is in relation to SUBCONTRACTOR's performance, PATRIOT CONSTRUCTION may, but is not required, retain out of any payments due to SUBCONTRACTOR an amount sufficient to protect PATRIOT CONSTRUCTION from any and all loss, damage or expense therefrom, until the claim has been adjusted by SUBCONTRACTOR to the satisfaction of PATRIOT CONSTRUCTION; or PATRIOT CONSTRUCTION, at its option, may make any payment due hereunder by check payable jointly to SUBCONTRACTOR and any of its subcontractors or suppliers who have



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performed Work or furnished materials under this Agreement. In the event SUBCONTRACTOR declines to endorse any check made payable jointly to SUBCONTRACTOR and any of its subcontractors or suppliers,

PATRIOT CONSTRUCTION may make payment directly to the subcontractor or supplier to whom PATRIOT CONSTRUCTION has determined payment is owed by SUBCONTRACTOR. Any direct payment, including administration costs, will be back charged to SUBCONTRACTOR.

5. CHANGES

PATRIOT CONSTRUCTION may order changes in the Work. No alteration, addition, omission or change shall be made in the Work or the method or manner of performance of the Work except upon the written change order of PATRIOT CONSTRUCTION. PATRIOT CONSTRUCTION will not be responsible for payment for changes directed by parties other than PATRIOT CONSTRUCTION. Any change or adjustment in the contract price by virtue of such change order shall be specifically stated in the applicable change order. Prior to the issuance of any change order, upon PATRIOT CONSTRUCTION's request, SUBCONTRACTOR shall furnish to PATRIOT CONSTRUCTION a detailed itemization showing the value of the Work, labor, services and materials altered, added, omitted or changed by the proposed change order, and the corresponding overhead and profit amounts. If an agreement as to monetary allowance or any other term in the change order cannot be reached, PATRIOT CONSTRUCTION, by an authorized representative, may direct SUBCONTRACTOR in writing to perform the Work with the final adjustment reserved until final completion of both this Agreement and the prime contract. The monetary amount for the performance of any change order shall not exceed the allowance set forth in SUBCONTRACTOR's prior price breakdown. Any extension of time needed as a result of a proposed change order shall be requested by SUBCONTRACTOR, in writing, prior to the issuance of the change order, and shall be incorporated into the change order at the discretion of PATRIOT CONSTRUCTION. All changes in the Work ordered in writing by PATRIOT CONSTRUCTION shall be a part of the Work and shall be performed and furnished in strict accordance with all of the terms and provisions of this Agreement and the Contract Documents. The Subcontract Price includes the price adjustments of written, executed Change Orders.

6. CLAIMS AND DISPUTES, MANDATORY BINDING ARBITRATION

SUBCONTRACTOR agrees to make all claims for which OWNER is or may be liable in the manner provided in the Contract Documents for like claims by PATRIOT CONSTRUCTION upon OWNER. Notice of such claims shall be given by SUBCONTRACTOR to PATRIOT CONSTRUCTION within one week prior to the beginning of SUBCONTRACTOR's Work for which such claim is to be made, or immediately upon SUBCONTRACTOR's knowledge of the claim, whichever shall occur first. Otherwise, such claim shall be deemed waived.

MANDATORY AND BINDING ARBITRATION AGREEMENT: In the event of any dispute between PATRIOT CONSTRUCTION and SUBCONTRACTOR arising under or relating to this Agreement, the dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, unless the parties agree otherwise. The parties agree that there will be no recourse to trial or appeal courts, except as may be allowed by law, and that their exclusive recourse and remedy is ARBITRATION. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law of the State of Maryland. Arbitration shall be arbitrated in the State of Maryland in the County of Calvert. SUBCONTRACTOR agrees to carry on the Work under this Agreement and maintain satisfactory progress while any claim or dispute is being resolved.



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7. INSURANCE

Without in any way limiting SUBCONTRACTOR's liability hereunder, prior to commencing the Work, the SUBCONTRACTOR shall furnish to Patriot Construction, LLC a certificate of insurance executed by a duly authorized representative of the Insurer showing compliance with the insurance requirements set forth below. The certificate of insurance should include name and address of the project, and list Patriot Construction, LLC and the Owner as additional insured. The Insurer is to have a Best's rating of A-IX or better and be licensed in the State where the Work is to be done. All certificates shall provide for 60 days' written notice to Patriot Construction, LLC prior to the cancellation or material change of any insurance referenced below. Failure by Patriot Construction, LLC to demand such a certificate, other evidence of full compliance with these insurance requirements, or to object to a deficiency in the certificate or evidence that is provided, shall not be a waiver of SUBCONTRACTOR's obligation to provide such insurance. All SUBCONTRACTOR insurance policies shall be primary, non-contributory basis over any insurance carried by Patriot Construction, LLC or Owner:

Worker's Compensation Insurance as prescribed by applicable law.

The limits of liability of such insurance shall be not less than:

Bodily Injury by accident - \$500,000 each accident
 Bodily Injury by Disease - \$500,000 each employee
 Bodily Injury by Disease - \$500,000 policy limit

Commercial General Liability Insurance on an occurrence basis with limits no less than:

\$1,000,000 per occurrence
 \$2,000,000 aggregate
 \$1,000,000 personal injury
 \$1,000,000 product/completed operations aggregate.

The Commercial General Liability Insurance policy shall not have a professional services exclusion of coverage for services within the construction means, methods, techniques, sequences and procedures employed by the SUBCONTRACTOR in connection with the SUBCONTRACTOR's work. ISO Form CG 22 79 or CG2280 (or equivalent) is acceptable. If professional work is to be done which is outside the scope of construction means, methods, techniques, sequences and procedures, SUBCONTRACTOR shall provide a professional liability policy with limits of \$1,000,000 each claim/\$2,000,000 aggregate.

The liability coverage's furnished by SUBCONTRACTOR shall name Patriot Construction, LLC, the Owner, and all of their affiliates as Additional Insured's including completed operations coverage and shall insure them from and against any liability for injury, disease or death, or damage to or loss of property. The SUBCONTRACTOR will maintain completed operations coverage throughout the duration of the job and for two years' post job completion.

Automobile Bodily Injury and Property Damage Liability Insurance. Such insurance shall extend to owned, non-owned and hired automobiles used in the performance of this Agreement. The limits of liability of such insurance shall be not less than \$1,000,000 Combined Single Limit.

SUBCONTRACTOR shall maintain an Umbrella Policy with a limit of \$2,000,000.

The SUBCONTRACTOR shall purchase and maintain in force property insurance for their entire Work under an installation floater "all risks" policy form. The insurance shall be written in an amount at least equal to the initial subcontract sum as well as subsequent modifications. The policy is to be endorsed to provide coverage while the materials are stored off the job-site premises and while in transit.



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The insurance shall apply on a replacement cost basis. The policy shall remain in effect for the duration of the Project until acceptance by the Owner.

Waiver of Subrogation – Liability/WC/Auto/Umbrella/Property

SUBCONTRACTOR waives all rights against Patriot Construction, LLC, Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent these damages are covered by commercial general liability, commercial umbrella liability, business auto liability or workers compensation and employers liability installation floater insurance maintained per requirements stated in the insurance requirements. SUBCONTRACTOR's Workers Compensation policy has WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT with Patriot Construction, LLC, Owner and Architect listed on SCHEDULE.

8. BONDS REQUIRED

In the event that the Subcontract Agreement exceeds \$100,000.00, SUBCONTRACTOR shall furnish to PATRIOT CONSTRUCTION, at SUBCONTRACTOR's expense, payment and performance bonds guaranteeing the performance of this Agreement and the payment of all labor and material bills in connection with the execution of the Work covered by this Agreement. The bonds are to be written by a surety company designated or approved by PATRIOT CONSTRUCTION and in a form entirely satisfactory to PATRIOT CONSTRUCTION. PATRIOT CONSTRUCTION may request bonds for amounts less than the above described amount.

9. PERMITS, LICENSES, TAXES, FEES ETC.

SUBCONTRACTOR shall, at its own cost and expense, apply for and obtain all permits and licenses necessary for the performance of the Work, and shall conform strictly to the federal, state and local laws and ordinances applicable to the Work being performed under this Agreement. SUBCONTRACTOR shall hold harmless PATRIOT CONSTRUCTION against any liability by reason of SUBCONTRACTOR having failed to pay federal, state, county or municipal taxes or fees.

10. TERMINATION

If SUBCONTRACTOR at any time refuses or neglects to supply sufficient, properly skilled workers, or materials or equipment of the proper quality and quantity, or fails in any respect to prosecute the Work with promptness and diligence or to maintain the schedule of Work, or causes by any action or omission the stoppage or interference of Work of PATRIOT CONSTRUCTION or any other subcontractor or fails in the performance of any of the covenants contained in this Agreement, or be unable to meet its debts as they mature, PATRIOT CONSTRUCTION may at its option and at any time after serving three calendar days notice of such default, terminate this Agreement by delivering written notice of termination to SUBCONTRACTOR. Thereafter, PATRIOT CONSTRUCTION may take possession of the plant and Work, materials, tools, appliances, and equipment of SUBCONTRACTOR at the building site, and through itself or others provide labor, equipment and materials to prosecute SUBCONTRACTOR's Work on such terms and conditions as shall be deemed necessary, and shall deduct the cost thereof, including all charges, expenses, losses, costs, damages and attorneys' fees incurred as a result of SUBCONTRACTOR's failure to perform from any money due or thereafter to become due to SUBCONTRACTOR. If PATRIOT CONSTRUCTION so terminates this Agreement, SUBCONTRACTOR shall not be entitled to any further payment under this Agreement until SUBCONTRACTOR's Work has been completed and accepted by OWNER and payment has been received by PATRIOT CONSTRUCTION from OWNER with respect thereto.



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In the event that the unpaid balance due exceeds PATRIOT CONSTRUCTION's cost of completion, the difference shall be paid to the SUBCONTRACTOR; but if such expense exceeds the balance due, SUBCONTRACTOR agrees to promptly pay the difference to PATRIOT CONSTRUCTION.

PATRIOT CONSTRUCTION shall have the right to terminate this Agreement, by written notice, without SUBCONTRACTOR being in default for any cause or for its own or OWNER's convenience, and require SUBCONTRACTOR to immediately stop Work. In such event, PATRIOT CONSTRUCTION shall pay SUBCONTRACTOR for that Work actually performed in an amount proportionate to the sum payable under this Agreement after payment is received by PATRIOT CONSTRUCTION from OWNER. PATRIOT CONSTRUCTION shall not be liable to SUBCONTRACTOR for any other costs, speculative damages, or for any prospective profits on Work not performed.

11. COMPLIANCE WITH LAW AND SAFETY

SUBCONTRACTOR agrees to comply in all respects with federal, state and local law applicable to the prosecution of Work under this Agreement. Such compliance shall include but not be limited to payment by SUBCONTRACTOR of wages to employees or subcontractors in compliance with the Davis-Bacon Act, and the maintenance of a drug-free work place as defined in schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) and as further defined in regulation at C.F.R. 1308.11-1308.15

Subcontractor's failure to comply with federal, state and local law applicable to the prosecution of Work under this Agreement shall be grounds for termination of this Agreement.

12. CLEAN UP AND FINAL INSPECTION

SUBCONTRACTOR shall at all times during performance of the Work, and as directed by PATRIOT CONSTRUCTION, remove from the job site and the vicinity thereof all debris and rubbish caused by the SUBCONTRACTOR's operations.

Work shall be accessible at all reasonable times for inspection by PATRIOT CONSTRUCTION. SUBCONTRACTOR shall at the first opportunity, inspect all material and equipment delivered to the job site by others to be used or incorporated in the Subcontractor's work and give prompt notice of any defect therein.

SUBCONTRACTOR assumes full responsibility to protect the work done hereunder until final acceptance by the Architect, Owner and PATRIOT CONSTRUCTION.

PATRIOT CONSTRUCTION and SUBCONTRACTOR will jointly conduct a pre-final inspection prior to SUBCONTRACTOR requesting a final inspection. Any discrepancies noted will be corrected prior to any final inspection. PATRIOT CONSTRUCTION may schedule more than one pre-final inspection if PATRIOT CONSTRUCTION determines it necessary. When SUBCONTRACTOR is ready for final inspection, it shall make a request of final inspection to PATRIOT CONSTRUCTION. The final inspection shall be requested in advance as agreed upon during project negotiations, and then the request shall be submitted a minimum of one Workday prior to the desired final inspection date. Any discrepancies noted shall be corrected within the time specified by PATRIOT CONSTRUCTION and prior to final payment.

13. INDEMNITY

To the extent of its fault or negligence, and to the fullest extent permitted by law, SUBCONTRACTOR agrees to defend, indemnify and hold PATRIOT CONSTRUCTION, OWNER and PATRIOT CONSTRUCTION's Surety harmless from any and all claims, suits, losses or liability, including attorneys' fees and litigation expenses, incurred for or on account of any breach of this Agreement, or arising out of SUBCONTRACTOR's performance of this Agreement.



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PATRIOT CONSTRUCTION shall have the right to withhold from any payments due or to become due to SUBCONTRACTOR an amount sufficient to protect and indemnify PATRIOT CONSTRUCTION from any and all such claims, loss, attorneys' fees, costs, expenses, liability, damages or injury.

14. WARRANTIES

SUBCONTRACTOR warrants to Owner, Architect and PATRIOT CONSTRUCTION that all materials and equipment furnished shall be new, free from faults and defects and of good quality. SUBCONTRACTOR hereby warrants its work against all deficiencies and defects for the period required by the prime contract or the longest period permitted by the law of this State, whichever is less.

15. MISCELLANEOUS PROVISIONS

In connection with the performance of this Agreement, SUBCONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, or disability under the law.

SUBCONTRACTOR shall exercise all reasonable care and diligence to prevent any actions or conditions which could result in a conflict with PATRIOT CONSTRUCTION's best interests. This obligation shall apply to the activities of the employees and agents of SUBCONTRACTOR in their relations with the employees and agents of PATRIOT CONSTRUCTION and OWNER. SUBCONTRACTOR, its employees or agents shall not communicate with representatives of OWNER without the express written permission of PATRIOT CONSTRUCTION.

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This Agreement shall be construed and governed by the laws of the State Of Maryland. In the event that any provision or any part of any provision of this Agreement shall be finally determined to be unenforceable pursuant to applicable laws by an authority having jurisdiction, such determination shall not impair or otherwise effect the validity, legality or enforceability of the remaining provisions or parts of provisions of this Agreement, which shall remain in full force and effect as if the unenforceable provision or part were deleted. This Agreement constitutes the entire agreement between the parties. No oral representations or other agreements have been made by PATRIOT CONSTRUCTION except as stated in this Agreement. Subcontractor shall not assign this Agreement, or any portion of this Agreement, without having first received written authorization from PATRIOT CONSTRUCTION. This Agreement may not be changed in any way except as provided herein, and no term or provision hereof may be waived by PATRIOT CONSTRUCTION except in writing signed by its duly authorized officer or agent.

Patriot Construction, LLC :

By: Ron White Title Director of Operations Date: 07/09/2019
 Signature: *Ron White*

Subcontractor: Upper Bay Mechanical Inc

Person Signing: Bill Brown Title: _____ Date 4/15/19
 Signature: *Bill Brown*

Contract Amount: \$ 52,355.00Owner: ACC-APG - Garrison Division APG, MDContract Number: W91ZLK-13-D-0029Project Title: Bldg 4118 Retrofit RoofPatriot Const. # AB5-040Liquidated Damages \$ NA/per dayCost Code: 23-07-00-01Sub-Contract Date: April 14, 2019Start Date: 28 July 19Finish Date: 11 April 2020Wage Decision State: MDWage Decision County: HarfordWage Decision #: DB MD150048 07/31/2015



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SUBCONTRACT AGREEMENT – ADDENDUM A

Subcontractor Scope of Work – Dated 1/28/19

Upper Bay Mechanical INC ("SUBCONTRACTOR") shall provide all labor, materials, equipment, and supervision to perform the following Scope of Work per this Subcontract Agreement – Addendum A and Statement of Work dated **28 Jan 2019** for the project listed above. The start and completion dates above are the performance period for this Subcontract Agreement.

- A) Perform all work as described in contract documents and below scope as provided, and in accordance with, the contract Specifications and the Standard Building Code and all applicable Federal, State, and Local codes governing the Work. In the event of any conflict, the more stringent code, specification, ordinance, or scope shall govern.
- B) All documents, including plans and specifications, have been forwarded to subcontractor
- C) Subcontractor shall also provide; in addition to onsite superintendence, safety and quality control for the subcontractors scope of work. All Superintendents shall have at the minimum a 30 hour OSHA certificate. All other personnel shall have at the minimum a 10 hour OSHA certificate.
- D) Any changes resulting from meetings or discussions without Patriot personnel in attendance or approval will result in Subcontractor absorbing the costs without recourse for modification.
- E) If subcontractor takes direction from anyone other than Patriot Construction, LLC and the direction increases the amount of work and cost; the increase will be done at no cost to Patriot or the client. If the direction is a decrease in the amount of work, then a credit will be provided to Patriot Construction, LLC.
- F) If subcontractor performs additional work without a signed modification to the subcontract, then this work will be done at no cost to Patriot Construction, LLC or the client.
- G) The subcontractor is responsible for delivery and installation of only approved submitted products on the project site. Any deficient items found on site will be removed and replaced at the subcontractors cost and liability.
- H) No smoking or tobacco products on client's property.
- I) No music producing devices of any kind allowed on job site or property of client

Additional items for clarification to scope of work:

We Propose:

- To install new horizontal exhaust fans to facilitate new roof addition
- To elevate new venting above new roof line 12"
- To remove and reinstall Mitsubishi split system
- To install concrete pad on ground level
- To extend new ductwork to new louver locations
- To supply new louvers to match color on outside of building
- To run new line set and make sure equipment is back operational
- Buy American Act applies
- Taxes included
- Daily Clean Up
- Observe and practice roof OSHA requirements
- Proposal good for 90 calendar days starting on 2/24/2019

Exclusions:

- All cutting and patching
- Wiring and control wiring by others
- No dumpsters



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1 Pipe collars

Total Material - \$29,800
Total Labor - \$22,555
Total Cost - \$52,355



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STATEMENT AND ACKNOWLEDGMENT
9000-0014OMB Control Number:
Expiration Date: 12/31/2014

PAPERWORK REDUCTION ACT STATEMENT: Public reporting burden for this collection of information is estimated to average .06 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspects of this collection of information, including suggestions for reducing this burden, to U.S. General Services Administration, Regulatory Secretariat (MVCB)/IC 9000-0014, Office of Government-wide Acquisition Policy, 1600 F Street, NW, Washington, DC 20405.

PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NO. W91ZLK-13-D-0029	2. DATE SUBCONTRACT AWARDED April 14, 2019	3. SUBCONTRACT NUMBER 04
4. PRIME CONTRACTOR		5. SUBCONTRACTOR
a. NAME Patriot Construction, LLC		b. NAME Upper Bay Mechanical Inc
b. STREET ADDRESS 3140 West Ward Rd #203		b. STREET ADDRESS P.O. Box 964
a. CITY Dunkirk	d. STATE MD	e. ZIP CODE 21078
a. CITY Dunkirk	d. STATE MD	e. ZIP CODE 21078
6. The prime contract <input checked="" type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."		
7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in Item 5 by the following firm:		
a. NAME OF AWARDED FIRM Patriot Construction, LLC.		

DESCRIPTION OF WORK BY SUBCONTRACTOR

Mechanical/Plumbing

8. PROJECT Bldg 4118 Retrofit Roof	9. LOCATION Aberdeen Proving Grounds Aberdeen, MD 21001
10a. NAME OF PERSON SIGNING Frank Hartman	11. BY (Signature) <i>Frank Hartman</i>
10b. TITLE OF PERSON SIGNING PM -Patriot Construction LLC	12. DATE SIGNED April 14, 2019

PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:
- | | |
|--|--|
| Contract Work Hours and Safety Standards Act - Overtime Compensation
(If included in prime contract see Block 6) Payrolls
and Basic Records
Withholding of Funds
Disputes Concerning Labor Standards
Compliance with Construction Wage Rate Requirements and
Related Regulations | Construction Wage Rate Requirements
Apprentices and Trainees
Compliance with Copeland Act Requirements
Subcontracts (Labor Standards) Contract
Termination - Debarment Certification
of Eligibility |
|--|--|

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A	C
B	D
15a. NAME OF PERSON SIGNING <i>Steve Sexton</i>	16. BY (Signature) <i>[Signature]</i>
15b. TITLE OF PERSON SIGNING <i>V.P. of Operations</i>	17. DATE SIGNED 4/16/19